

REMARKS

In the Official Action mailed 18 September 2008, the Examiner reviewed claims 1-16. The Examiner has rejected claims 1-8 and 10-15 under 35 U.S.C. §102(b); and has rejected claims 9 and 16 under 35 U.S.C. §103(a).

Applicant has amended claims 1 and 11. After entry of this Amendment, claims 1-16 will be pending in this case.

Rejection of Claims 1-8 and 10-15 under 35 U.S.C. §102(b)

The Examiner has rejected claims 1-8 and 10-15 under 35 U.S.C. §102(b) as being anticipated by Limon (6,273,910).

Rejection of Claims 9 and 16 under 35 U.S.C. §103(a)

The Examiner has rejected claims 9 and 16 under 35 U.S.C. §103(a) as being unpatentable over Limon (6,273,910).

Although applicant does not necessarily agree with the Examiner's interpretation of the claims relative to prior art, applicant appreciates the Examiner's clear explanation of how the Examiner interpreted the claims in light of the prior art.

The **Limon** patent states that "for the stent to remain in place on the balloon during delivery to the site of the damage within the artery 15, the stent is tightly crimped onto the balloon. ... Other means for securing the stent onto the balloon may also be used, such as providing collars or ridges on the ends of the working portion, i.e., the cylindrical portion, of the balloon." (8/43-53)

Independent claim 1 has been amended to clarify that the engaging means is affixed at a position proximal of the **entire** expandable portion of the balloon. In contrast, the Limon patent teaches securing the stent onto the balloon by either crimping it onto the balloon or by providing collars or ridges on the enlarged, cylindrical working portion of the balloon, that is **on** the expandable portion of the balloon. There is nothing in Limon disclosing or suggesting positioning any affixing means proximal of the entire expandable working portion of the balloon. Rather, doing so would be contrary to the teachings of Limon because it would mean that the stent would no longer be carried on top of the balloon and thus would not be expandable by the balloon.

Accordingly, independent claim 1 is allowable over the cited art.

Independent claim 11 has been amended to specify that the polymer layer is a **non-radially expandable** polymer layer affixed directly to the elongated member at a position proximal of the balloon. This feature is also completely absent from Limon.

According, independent claim 11 is allowable over the cited art.

The **dependent claims** are directed to specific novel subfeatures of the invention and are allowable for that reason as well as by depending from novel parent claims. For example, Limon fails to suggest a polymer layer treated to enhance frictional engagement as in claim 2.

CONCLUSION

It is respectfully submitted that this application is now in condition for allowance, and such action is requested.

If the Examiner believes a telephone conference would aid the prosecution of this case in any way, please call the undersigned at (650) 712-0340. The Commissioner is hereby authorized to charge any fee determined to be due in connection with this communication, or credit any overpayment, to our Deposit Account No. 50-0869 (Client Ref. NOCO 1004-1).

Respectfully submitted,

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/JamesF. Hann/
James F. Hann, Reg. No. 29,719

HAYNES BEFFEL & WOLFELD LLP
P.O. Box 366
Half Moon Bay, California 94019
Phone: 650-712-0340
Fax: 650-712-0263